NEW SHAKESPEAREANA.

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ALL HONOUR TO DR. CHARLES WILLIAM WALLACE—AMERICA IS PROUD OF HIS DISCOVERIES IN SHAKESPEAREAN BIOGRAPHY. INTERESTING REVELATIONS AS TO THE AMOUNT OF SHAKESPEARE'S INCOME IN THE LAST YEARS OF HIS LIFE—THE SITE OF THE GLOBE THEATRE, ETC.

[If the discoveries made in Shakespearean biography in London during the past summer had been made by an Englishman, all England would have rung with them! Since they were made by an American, they have been ignored, or minimized or poo hooed universally by the British Press. And we are mortified to be obliged to confess that our American Press has tamely followed the British Press example and—with exception of the New York Times—entirely failed to notice this unique and splendid achievement of an American scholar.

In order to place before our readers the achievements of Dr. Wallace at the earliest possible moment we have asked The New York Times for permission to use its text of its Sunday issue, October 3, 1909, and we beg to thank The New York Times for its generous courtesy in according us such permission—EDITORS NEW SHAKESPEAREANA].

Four years ago I had the honour to report three new documents touching the life of Shakespeare, the first discovery of the kind that had been made in a third of a century. The next year I reported in *The Times* upon contributive documents concerning the Blackfriars, one of the theatres the great dramatist was interested in, which stood three centuries ago upon the grounds now occupied by the publishing office of *The Times*. More recently, through fresh records dealt with in "The Children of the Chapel at Blackfriars, 1597-1603," I have been enabled to contribute new knowledge on various theatres, plays, and dramatists, and particularly upon Shakespeare and certain of his works.

To-day, as one result of long research and the devoted assistance of my wife, I have the honour to present in these columns the most important *data* on Shakespeare's life that have come to light since the discovery of his will by the Rev. Joseph Green, of Stratford-on-Avon, a century and a half ago (1747), first published in "Biographia Britannica," 1763. On the side of Shakespeare's financial relations to the theatres, these records stand at once as the first and the final authority, giving them a distinction possessed by no other record that relates to him.

The documents, privately reported by me to a few scholars of Europe and America some two years ago, and now for the first time made public, change the state of knowledge concerning the origin and nature of shares in the Globe and Blackfriars, and particularly concerning Shakespeare's financial interest in those theatres. Devoted students, as well as vain theorists, have written extensively on this relation, and drawn large and divergent conclusions from varied hypotheses. The present documents enable a rewriting of Shakespeare's biography on this head, the readjustment of certain stage history of the times, the final location of the Globe from exact boundaries, the redating of certain dramas, the proper and final evaluation of other evidences, such as the 1635 share-papers discovered by Halliwell-Phillipps 39 years ago, and besides throw light into unexpected corners of the theatre and drama. Not all details that we should like are given; far from it. But we stand for the first time in this field on solid ground, grateful for the refuge from the quagmires of supposition and hypothesis. It is out of family differences, leading to a suit at law, that the new information arises. The complainant is Thomasina Osteler, a young widow of 19 years. She was the daughter of John Hemyngs, whom we best know as the life-long friend and fellow of Shakespeare, and one of the co-editors, with Henry Condell, of the famous 1623 folio of Shakespeare's works. Nothing is known to Heymyngs's biographers concerning this daughter except the register of her baptism, January 15, 1595. She is the only one of his children that Heymyngs does not mention in his will.

In the spring of 1611, at the age of 16, Thomasina was married to William Osteler, who had begun his stage career about 1600 as one of Queen Elizabeth's Children of the Chapel at Blackfriars, and was now a famous actor. She bore him one son, Beaumont, who was baptized in the parish of St. Mary Aldermanbury, May 18, 1612. Two years later, December 16, 1614, her young husband left her a widow.

Thomasina was probably an attractive young woman who preferred to follow her own way rather than yield in her widowhood to parental author-

ity again. Her father had made certain promises to her which he would fulfil if she would do her duty to him and her mother. Her attorney draws a pitiful picture of her as she goes one day—but never again—to her father's house, where, on bended knees and with tears from her eyes distilling, she does her duty with all reverence and humility. Her father is pictured, quite wrongly, as wholly unmindful of his promise, and craftily and cunningly plotting to deceive and defraud her. In such state of mind the two cannot agree, and the daughter takes her case into Court. At the time of this suit, 1615-16, Thomasina is 21 years old, and in the same year is involved in a romance with young Walter Raleigh, son of Sir Walter, whom she sues in this same Court for insult and slander. Young Walter, a recent Oxford graduate, and even wilder than Ben Johnson's experience with him attests, about the same time wounded Robert Finet, the Lord Treasurer's servant, in a duel, and fled to the protection of Prince Maurice in the Low Countries. In default of his appearance in the Court of Barons, to which he had carried the case, Thomasina was awarded damages of £250 against him. But when he returned, just before sailing with his father's final fateful expedition to the Orinoco where he was killed, the case was again in Court. But all this is quite another story, too long to relate here.

When her husband died Thomasina procured from the Archbishop of Canterbury letters of administration. On the day of receiving these letters, December 22, 1614, she also delivered to her father, John Hemyngs, two leases to be held in trust for her. These leases were for certain shares in the Globe and Blackfriars Theatres acquired by her late husband. Within the year succeeding this delivery of the leases in trust differences arose between father and daughter not likely to be settled. Thomasina therefore brought suit against her father in Chancery. But that case was settled out of Court, even before serving the writ of subpœna. Fresh differences immediately thereafter arose, and Thomasina had a Latin bill drawn up, apparently a translation in part of her unfiled English bill in Chancery, and arrested her father for trespass, at the Common Law. To make out her case and establish her legal rights, her attorney found it necessary to recount from legal documents then extant the history of the shares she claimed. To do this he found he had to present also the history of all the shares in the Globe and Blackfriars from their beginning. Thus we have the documents, with the stamp of final authority upon the history they relate.

It is important to note that this suit arose two years after the building

of the new Globe to replace the original structure that had burned on June 29, 1613. The case was set for trial two months prior to Shakespeare's death. Also, although the suit is directed against John Hemyngs, it is, in effect, against Shakespeare, the Burbages, and the whole company of shareholders, for Hemyngs here as in similar cases was acting as the business manager and agent of the company. The history recounted by the new documents covers the period of Shakespeare's maturest genius and noblest productions—namely, from 1599, the date of building the Globe, to 1616, the year of the Poet's death. It is the period when the Globe and Blackfriars, owned and managed by interested actors who put young life and whole heart into their work, reached their highest fame, as it is also the period of sharpest competition and the time of supreme achievement in the English drama, even to the present day. The presentation of numerous new documents on an earlier playhouse, called "The Theatre," as announced a year ago in "The Children of the Chapel at Blackfriars" for my "Shakespearean Research," shows the conditions leading up to the demolition of that structure and the removal of its materials across the Thames to the Bankside for erecting the Globe. James Burbage, builder and owner of "The Theatre," had died in 1597. His son Richard, the famous actor, inherited the Blackfriars, and Cuthbert "The Theatre." Since the landlord, Gyles Allen, was making trouble about renewing the lease, it was decided to tear "The Theatre" down. Accordingly, the Burbage brothers united with them five actors—Shakespeare, Hemyngs, Phillipps, Pope, and Kemp—into a sharing company, the first of its kind in the theatrical world. They secured new grounds in Southwark, with term to begin December 25, 1598, and to continue 31 years. On December 28, three days after the beginning of their term, the Burbages and associates began to tear the old building down and remove its materials to the new site on the Bankside. The documents now under consideration contiue the history from this point.

Shakespeare's Interest in the Theatres.

Shorn of legal verbiage, some of the chief facts in the new records bearing particularly upon Shakespeare's interests may be briefly stated.

On February 21, 1599, Nicholas Brend, Esquire (father of the yet unborn Sir Matthew who in 1630-35 made trouble over this grant), leased the new company a site for the Globe, term to begin December 25, 1598, and run 31 years. By this lease the Burbage brothers acquired one-half interest in the new premises at a yearly rental of £7 5s. Their associates,

Shakespeare, Hemyngs, Phillipps, Pope, and Kemp, acquired the other half at a like yearly rental of £7 5s. The total annual rent was £14 10s.—just 10s. more than was originally paid for the grounds on which "The Theatre" had stood. At the beginning, then, the Burbages had five-tenths and Shakespeare and fellows each one-tenth, interest in the new and doubtful venture. This division into tenths continued until 1610, when Shakespeare and associates divided their half into sixths and admitted Henry Condell with them, making each share one-twelfth of the whole. (This is shown by other new records now publishing in "New Documents on Shakespeare, the Globe and Blackfriars.") On February 21, 1612, Shakespeare and the five others associated with him again divided their half, this time into sevenths, and admitted William Osteler on an equal basis with themselves, each of them thus holding one-fourteenth of the Globe. The Burbages still kept their half unbroken.

The above division and condition remained not only until Shakespeare's death, but until the division into sixteenths when Nathaniel Field was admitted to shareship. Meanwhile, deaths had occurred among Shakespeare's partners in the one-half. Through marriage of their widows with outsiders, and also from other heirs, numerous troubles arose.

And now for the Blackfriars shares.

In 1608 the Children of the Queen's Revels at Blackfriars were terminated by the drastic order of King James. Henry Evans, the lessee of that theatre, gave up his lease to the owner, Richard Burbage. On August 8, 1608, Burbage then leased the Blackfriars to certain of his fellow actors, with term to begin June 24 preceding. He himself kept one-seventh, and leased one-seventh each to Shakespeare, Hemyngs, Cuthbert Burbage, Condell, Slye, and Thomas Evans for a period of 21 years, each to pay an annual rental of £5 14s. 4d. This amount made a total of £40 a year—the same as Henry Evans had previously been paying for it. William Slye died about five days after the above lease. His share was surrendered by his executrix to Richard Burbage, the owner. On May 20, 1611, near the date of Osteler's marriage with Thomasina Hemyngs, Slye's former share was leased by Richard Burbage to William Osteler, with term to begin March 25 preceding. This division of Blackfriars remained until and after Shakespeare's death. It will be observed that the share originally in both Globe and Blackfriars cost the partners simply the rent and the obligations they took upon them for building and for management of the business. It is not true, as stated 35 years later to the Lord Chamberlain, that the partners there named had their shares of the Burbages for nothing. Instead,

they had them from the rightful owners—Brend in case of the Globe site, and Richard Murbage in case of Blackfriars—for payment of fixed rentals and meeting the mutual obligations of the company. With the increase of years, however, the shares did become a valuable asset, and were bought, sold, and sued upon as such. When William Osteler died, 1614, he owned one-seventh of the Blackfriars and one-fourteenth of the Globe. Shakespeare at the same time and until his death owned likewise one-seventh of the Blackfriars and one-fourteenth of the Globe.

What was one of these shares worth? The value varied from time to time. But this suit, occurring in the last year of Shakespeare's life, 1615-16, tells what they were then worth. Thomasina Osteler declares that one-seventh of the Blackfriars, as a property or commodity that would produce an income for 15 years yet to come, had a present market value of £300, and that the value of one-fourteenth of the Globe, likewise as a property that would produce an income for 15 years yet to come, was also £300. This estimate means that the market value of the Blackfriars in 1614 was £2,100 and of the Globe £4,200. But it must be borne in mind that this is only an estimate. It is not probable that the income equalled 100 per cent. annually on the value of the shares. Thomasina's claim of £600 damages for detention of the year's profits covers not only the actual income, but also her expense of the suit, and probably, as to-day, some excess added for prejudicial ends. Unfortunately, we do not have the Court's valuation here, for no judgment was recorded. Probably this case, like the one in Chancery, was settled out of Court. Interest in all these matters of shares, values, profits, etc., at this remote date naturally centres about Shakespeare. One is struck at once by the great disparity between the amount of rent paid by a shareholder and the value and profits of a share.

In the orignal lease of the Globe site, Shakespeare owned only one-fifth of one-half—that is, one-tenth of the whole—for which he paid a yearly rental of only 29s. In this and all other matters of expense, as well as profits, in that theatre, he was to share alike with Hemyngs, Phillipps, Pope, and Kemp. But Kemp dropped out in 1599, and his share went first to Shakespeare, Hemyngs, and Phillipps, in thirds, and finally to the company. Pope died in 1603, and thereby Basilius Nicoll, executor, and John Edmonds, through marriage with Mary Clark, part legatee, got Pope's fifth and became equal sharers with Shakespeare. In 1605 Augustine Phillipps died. His widow two years later married a worthless spendthrift, who quickly impoverished her of the £800 left her by her late husband. He, through this marriage, became not only an equal sharer with Shakespeare,

but a source of infinite annoyance to the company. In 1610, when Henry Condell was admitted, the Globe was divided into twelfths. Shakespeare's annual rental then was reduced from 29s. to 24s. 2d. When, in 1611, by admitting William Osteler to shareship, the Globe was again divided, this time into fourteenths, the annual rental of Shakespeare's share and each share of his fellows was reduced to 20s. 8½d., where it remained to Shakespeare's death, and even to 1630. In the case of Blackfriars, not the half of the grounds, but the whole of both grounds and buildings was divided into sevenths, at a total yearly rental of £40. Shakespeare's part of the rent to be paid was, as noted, £5 14s. yearly, the same as that of Richard Burbage, Cuthbert Burbage, Hemyngs, Condell, Osteler (Slye), and Thomas Evans. But, in both instances, the lease was only a part of the total expenses. In the case of the Globe, the company was at the additional expense of building that theatre in 1599, at an original cost, according to a later statement, of £600, but upon better evidence approximately £400. As Shakespeare's share was then one-tenth, his charge for the building was only about £40. In 1614, after this building was burned down, the sharers built the New Globe on the old foundation at a charge of £1,400. As Shakespeare then owned one-fourteenth, his expense for the new building was £100. This amount is, in fact, excessive, but is based on the amount of £1,400 stated in the 1635 share-papers found by Halliwell-Philipps, as the cost of the Globe. I have other contemporary documents showing the cost was far less than £1,400. The initial cost of lease and buildings is, however, only a fraction of the whole expense. The chief burden of any theatrical company then, as now, was the running expenses, as the provision of rich theatrical costumes, the hiring of actors, and the employment of other help in the general conduct of the business.

Not the expense so much as the profit is, after all, the point of interest. It will be observed that, contrary to all supposition, Shakespeare in his last years owned just twice as much in the Blackfriars as in the Globe. But upon widow Osteler's estimate, one-fourteenth of the Globe was worth exactly as much as one-seventh of the Blackfriars in producing profits. I have already indicated the significance of her additional claim of £600 for detention of the profits for the preceding year. She means then, of course, a damage of £300 for the profits on each share in question. Since an estimate of damages presented to a Court is generally in excess of the real damage, never smaller, we may therefore for the first time say that Shakespeare's profits on his share in the Globe never exceeded £300. Even this excessive limit is only about half the amount we have hitherto guessed out.

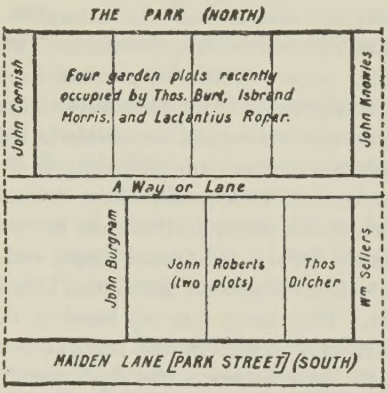
Also, his profit on the Blakfriars, hitherto thought slight, is the same, approximately, as on the Globe. In this connexion it is worth noting that the total profits from the entire Blackfriars while occupied by the popular Children of the Queen's Revels, just prior to its occupancy by the Burbage-Shakespeare Company, is estimated in a well-known set of documents as varying from £200 to £300 yearly. In still another set of documents, which I am making public, the profits from one share in the Globe in 1610 were enough to keep the poor widow of Augustine Phillipps and her children and were her whole support, after her worthless second husband had abandoned her and gone over seas. This is sufficient to show that Shakespeare's profit was less than supposed. And more I shall say on the matter elsewhere. The question of Shakespeare's income from the sale of his plays to the company is wholly a different matter, and is in no way connected with the subject of shares dealt with in these documents.

The Position of the Globe Theatre.

The location of the Globe has long been a matter of interesting speculation. From the exact boundaries here furnished us, it is now for the first time correctly located as lying just between the Park on the north, and Maiden-lane on the south. The property was not quite square, but its greatest length was about 220 ft.

It is generally known, as antiquarians and topographers have determined from maps and surveys, that Maiden-lane of Shakespeare's time, running east and west, is now Park-street. It has also for many years been supposed that the Globe occupied a portion of the site now covered by Barclay's Brewery, just south of Park-street. The present documents, however, giving exact boundaries from a contemporary lease of the grounds, finally settle the location of the Globe as being on the other side of the street. I find also that not only the Globe, but also the Rose, Bear Garden, and Hope theatres were all between Maiden-lane and the Bankside. The Bear Garden and Hope were bounded by Maiden-lane on the south, just as the Globe was. In the final presentation, I shall show my maps the location of the Globe, where the community or some individual lover of Shakespeare should set up some suitable and durable memorial. I suggest, as the first and most permanent memorial, that the authorities restore to Park-street its original name of Maiden-lane—a name associated for all time with Shakespeare and the Globe Theatre. For the present, the location with

reference to Maiden-lane, the boundaries, and recent contemporary lessees, may be represented by the printer thus:—



Incidentally, the latest possible date of certain plays in which Osteler acted is fixed by the date of his death, December 16, 1614. They have been variously dated as from 1616 to 1623, with sometimes long arguments in proof. The simple fact settles the latest limit. These plays are, John Webster's *The Duchess of Malfi,* and Beaumont and Fletcher's *Bonduca* and *Valentinian.* Osteler had named his only son Beaumont, evidently out of admiration for the poet in whose plays he acted. The new documents are of high value, not only to Shakespearean biography, but also to the stage-history of the time. In the matter of showing the origin and history of shares in London theatres and opening up details of ownership, management, employment of other actors, they are of inestimable worth. Though the world loves romance and pretty theories, the simple facts lay forever the fiction that the Burbages held the freehold, certain of the actors—as, for example, those named in the 1603 patent to the King's men at the Globe—had the leasehold, while others held leases of the profits, and still others had certain shares in the receipts. None of these conditions were ever true. Not only is new knowledge furnished, but also the 1635 share documents, the chief discovery made by Halliwell-Phillipps during a life-time of research in this field, are for the first time set in their proper historical place, making them also seem in many respects new, and causing us to change most of the conclusions that we have hitherto read out of them in application to Shakespeare's time. Except in the case of a few very general and inex-

act statements, we cannot read the 1635 records back to this period. They apply almost exclusively to the years of 1630 to 1635, and for that period are invaluable. In their statements concerning the past, they are also *ex parte,* coloured by personal interest and the afterglow of distant memory, and do not refer themselves for support to any documentary evidence. Herein, too, they differ widely from the present records, which are contemporary with Shakespeare, and refer themselves impersonally on matters of history to documents then extant and accessible to the Court. The authority of these new records on controverted points is therefore final.

The common law records from which these documents come are all in Latin. Most of the cases are short and formal, covering only a few lines. But these are, fortunately for us, of unusual length and detail. Since it was necessary first to find certain additional materials, I have delayed publishing these until the present. They came into my hands a few years ago, just as all my other materials have come, in the natural course of a rigorously selective and systematic research conducted by myself and wife in various libraries and archives since 1902, covering the field of the Elizabethan-Jacobean drama and stage; that is, specifically, all the London theatres of this period, their dramas, companies, and playwrights, with Shakespeare at the Globe and Blackfriars as the central point. Results introductory to one series have already been published. I may add that the whole collection of new documents on "The Theatre," Globe, Blackfriars, Fortune, Paul's, Whitefriars, Red Bull, Bear Garden, Hope, Cockpit, and the rest, drawn from all classes of records, are being prepared for publication as rapidly as is consistent with sound scholarship. Certain of these, including the expanded Latin and photographic facsimiles of the present documents, with full presentation of the history involved, are now being published by Mr. A. H. Bullen, of the Shakespeare Head Press, at Stratford-on-Avon. This announcement of the field covered, and this article will gratify my many friends in various countries, especially scholars who with fine honour and patience have long awaited results of my researches. It will be of general interest also to know that the documents now presented are the most valuable of all the unpublished records, on either Shakespeare or the theatres of his period, that are yet preserved in the public archives. But private documents and municipal records still offer a most promising unworked field. I here present my translation of certain chief portions of the documents—those, especially, that relate to Shakespeare. Since the original is merely Latinized English, I have simply put it back into the old legal phraseology of the mother-tongue, keeping thereby both the sense, and the flavour of

antiquity, such as the searcher grows familiar with in thousands upon thousands of similar records.

The Documents.

Thus translated, the complaint of Thomasina Osteler against her father, John Hemyngs, runs, in part, as follows:—

That, whereas by a certain indenture between Richard Burbadge, of London, gentleman on the one party and the forementioned William Osteler, of London, gentleman, in his life late the husband of the foresaid Thomasina Osteler, on the other party, at London aforesaid, in the parish of the blessed Mary-le-Bow, in the ward of Cheap, London, made, bearing date the twentieth day of May in the year of the reign of the Lord James now King of England the ninth [1611], it being necessarily recited by the same indenture.

That, whereas the foresaid Richard Burbadge by a certain other indenture of lease bearing date the ninth day of August in the year of the Lord one thousand six hundred and eight and in the year of the reign of the said Lord King now of England the sixth, for consideration in this same last recited indenture of lease specified, did lease and to farm let to one William Slye, of London, gentleman, deceased, one full seventh part of all that playhouse, and divers other possessions of the said Richard Burbadge particularly specified both in the foresaid recited indenture of lease and in five other separate indentures of lease of the same date separatly granted of parts of the foresaid, playhouse and premises (except just as by the foresaid separate indentures is expected) by and from the foresaid Richard Burbadge to the forementioned John Hemyngs and to these certain others, William Shakespeare, Cuthbert Burbadge, Henry Condell, Thomas Evans, of London aforesaid, gentlemen, situate in the precinct of the Blackfryers, London, for the term of twenty-one years and for and under an annual rental of five pounds, fourteen shillings, and four pence;

Which particular first recited indenture of lease, just as is set forth, to the forementioned William Slye made and granted as has been abovesaid, one Cecilia Brown, executrix of the last will and testament of the same William Slye, for good considerations her thereunto moving, by virtue of her executorship aforesaid, surrendered and to him the forementioned Richard Burbadge delivered up to be cancelled and made void, together with all her right and interest of and in the foresaid seventh part of the same playhouse and premises, just as by the foresaid indenture of lease and of surrender thereupon endorsed more fully may appear;

And which particular seventh part of the same playhouse and premises so to the foresaid William Slye demised, and surrendered as has been said above, afterwards was divided, demised, and reserved by the foresaid Richard Burbadge to the forementioned John Hemyngs, Henry Condell, the forementioned Richard Burbadge and others by separate indentures of lease, all which particular indentures of lease were surrendered and delivered up to the forementioned Richard Burbadge to be cancelled and made void:

The foresaid Richard Burbadge, for divers good and reasonable considerations him the forementioned Richard thereunto moving, did demise and to farm let to the forementioned William Osteler all the foresaid seventh part of the foresaid playhouse and premises, just as is set forth to the forementioned William Slye and others demised, having been surrendered as is abovesaid (except just as in the foresaid first recited indenture of lease and in the foresaid five other indentures of lease first beforementioned is excepted). To have and to hold the foresaid seventh part of the foresaid playhouse and premises, in the manner formerly by the foresaid indenture to the forementioned William Osteler [*sic!* —Slye] demised (except excepted), to the forementioned William Osteler, his executors, administrators, and assigns, from the feast of the Annunciation of the blessed Virgin Mary [25 March, 1611], last past before the date of the said indenture unto the end and term of eighteen years and one quarter of a year then next ensuing, fully to be completed and finished;

Yielding and paying therefor annually during the said term to the forementioned Richard Burbadge, his heirs and assigns, five pounds, fourteen shillings, and fourpence of lawful money of England at the four chief usual feasts or terms in the year—namely, at the feasts of the Nativity of St. John Baptist [24 June], St. Michael the Archangel [29 Sept.], the Birth of the Lord [25 Dec.], and the Annunciation of the blessed Virgin Mary [25 March], or within twenty-one days next after any one of the same feast days by equal portions.

And whereas by a certain other indenture between Basil Nicholl, William Shakespeare, John Witter, John Hemyngs, Henry Condall, and John Edmonds and Mary, his wife, of the one party and the forementioned William Osteler of the other party at London aforesaid in the foresaid parish of the blessed Mary-le-Bow in the ward of Cheap, London, made, bearing date the twentieth day of February in the year of the reign of the said Lord King now of England the ninth [1611] abovementioned, it being necessarily recited. That whereas one Nicholas Brend of West Moulsey in the

county of Surrey, esquire, by his indenture tripartite, bearing date the twenty-first day of February in the year of the reign of the Lady Elizabeth, recently Queen of England, the forty-first [1599], for considerations in the same indenture tripartite mentioned and expressed, did demise, grant, and to farm let to these certain ones, Cuthbert Burbadge and Richard Burbadge, of London, gentlemen, to the forementioned William Shakespeare, and to Augustine Phillips and Thomas Pope, of London, gentlemen, deceased, to the foresaid John Hemyngs and to William Kempe, recently of London, gentlemen, deceased, all that parcel of ground just recently before enclosed and made into four separate garden plots recently in the tenure and occupation of Thomas Burt and Isbrand Morris, diers, and of Lactantius Roper, salter, citizen of London, containing in length from east to west two hundred and twenty feet of assize or thereabouts, lying and adjoining upon a way or lane there on one [*i. e.*, south] side and abutting upon a piece of land called The Park upon the north, and upon a garden then or recently in the tenure or occupation of one John Cornishe toward the west and upon another garden plot then or recently in the tenure or occupation of one John Knowles toward the east, with all the houses, buildings, structures, ways, easements, commodities, and appurtenances thereunto belonging or in any manner pertaining; Which said premises are situate, lying, and being within the parish of Saint Savior in Southwark in the county of Surry; And also all that parcel of land just recently before enclosed and made into three separate garden plots whereof two of the same [were] recently in the tenure or occupation of John Roberts, carpenter, and another recently in the occupation of one Thomas Ditcher, citizen and merchant tailor, of London, situate, lying, and being in the parish aforesaid in the foresaid county of Surry, containing in length from east to west by estimation one hundred fifty and six feet of assize or thereabouts and in breadth from the north to the south one hundred feet of assize by estimation or thereabouts; lying and adjoining upon the other side of the way or lane aforesaid, and abutting upon a garden plot there then or recently just before in the occupation of William Sellers toward the east, and upon one other garden plot there then or recently just before in the tenure of John Burgram, sadler, toward the west, and upon a lane there, called Maiden Lane, toward the south; with all the houses, buildings, structures, ways, easements, commodities, and appurtenances to the last recited premises or to any part or parcel thereof belonging or in any manner pertaining, together with free ingress, egress, and regress, and passage to and for the foresaid Cuthbert Burbadge and Richard Burbadge and to the

forementioned William Shakespeare, Augustine Phillips, Thomas Pope, John Hemyngs, and William Kempe, their executors, administrators, and assigns, and to all and every other person or persons having occasion to come to them by and through the foresaid way or lane, lying and being between the premises aforesaid, mentioned to be demised as is abovesaid, to and from the foresaid premises mentioned to be demised as is aforesaid, and at all and every time and times during the said term below written;

To have and to hold one moiety or half part of the said separate garden plots and all and singular other the forementioned and demised premises, with all and singular the appurtenances to the forementioned Cuthbert Burbadge and Richard Burbadge, their executors, administrators, and assigns, from the Feast of the Birth of the Lord [25 Dec., 1598] last past before the date of the said indenture unto the full end and term of thirty-one years immediately next ensuing and fully to be complete and finished, for an annual rental of seven pounds and five shillings. And to have and to hold the foresaid other moiety or half part of the foresaid separate garden plots and all and singular other the premises mentioned to be demised as is abovesaid, with all and singular their appurtenances to the forementioned William Shakespeare, Augustine Phillips, Thomas Pope, John Hemyngs, and William Kempe, their executors, administrators, and assigns, from the feast of the Birth of the Lord [25 Dec., 1598] last past before the date of the said indenture until the full end and term of thirty-one years immediately next succeeding and fully to be complete and finished, for an annual rental of seven pounds and five shillings; which particular separate amounts were payable upon the four feasts or terms in the year, namely, at the feast of the Annunciation of the blessed Virgin Mary [25 March], of the Nativity of St. John Baptist [24 June], of Saint Michael the Archangel [29 September], and of the Birth of the Lord [25 December], or within sixteen days next after any feast of the feasts aforesaid by equal portions, just as by the foresaid recited indenture among other things may and doth appear.

[Having given the history of the shares up to this point, the Attorney now returns to the lease to Osteler, 1611.]

Upon which particular permises, or upon some part thereof, a certain playhouse, suitable for the showing forth and acting of comedies and tragedies, did exist. Of which particular playhouse, garden plots, and premises one moiety or half part, into six equal parts and portions divided, the foresaid Basil Nicoll, William Shakespeare, John Witter, John Hemyngs, Henry Condell, John Edmonds, and Mary his wife, at the time of the making of the foresaid indenture, to the foresaid William Osteler made, did have and

enjoy. Namely, the foresaid Basil Nicoll, John Edmonds, and Mary his wife had one equal sixth part thereof, the foresaid William Shakespeare had one other equal sixth part thereof, the foresaid John Witter had one other equal sixth part thereof, and the foresaid John Hemyngs and Henry Condell had three equal sixth parts thereof, just as by the separate conveyance thereof made more fully may appear. The foresaid Basil Nicoll, William Shakespeare, John Witter, John Hemyngs, Henry Condell, John Edmonds, and Mary his wife, in consideration of a certain competent sum of money to the same Basil, William, John, John, Henry, John, and Mary by the foresaid William Osteler before the sealing of the said indenture in hand paid, whereof the same Basil, William, John, John, Henry, John, and Mary acknowledged the receipt at London aforesaid, in the foresaid parish of the blessed Mary-le-Bow in the ward of Cheap, London, aforesaid, did demise, bargain, sell, assign, and set over to the foresaid William Osteler, one equal seventh part and portion of the foresaid moiety and half part and portion of the foresaid garden plots, playhouse, and premises in and by the foresaid recited indenture of lease demised (the same moiety and half part of the foresaid garden plots, playhouse, and premises into seven parts and portions being divided).

To have and to hold the foresaid seventh part and portion of the foresaid moiety or half part of the foresaid garden plots, playhouse, and premises, by the foresaid indenture to the forementioned William Osteler mentioned to be granted, bargained, sold, assigned, and set over, to the forementioned William Osteler, his executors, administrators, and assigns from the time of the making of that indenture for and during the residue then still to come of the foresaid term of thirty-one years by the foresaid indenture of lease granted, in such ample manner and form as the foresaid Basil Nicoll, William Shakespeare, John Witter, John Hemyngs, Henry Condell, John Edmonds, and Mary his wife or any one of them the premises aforesaid had or enjoyed. By virtue of which particular separate leases, the same William Osteler was possessed both of the foresaid seventh part of all the foresaid playhouse and other premises aforesaid situate in the precinct of the Blackfriars, London, in the foresaid indenture of lease before specified, and also of the foresaid other seventh part and portion of the moiety of the foresaid garden plots, playhouse, and other premises aforesaid, in the foresaid second indenture of lease before similarly specified, situate in the forsaid parish of Saint Savior in Southwark, in the foresaid county of Surry. And so thereof being possessed, the same William Osteler afterwards—namely, on the 16th day of December in the year of the reign of the Lord James, now King of

England, the 12th [1614], at London aforesaid, namely, in the parish of the blessed Mary-le-Bow, in the ward of Cheap, London, died intestate;

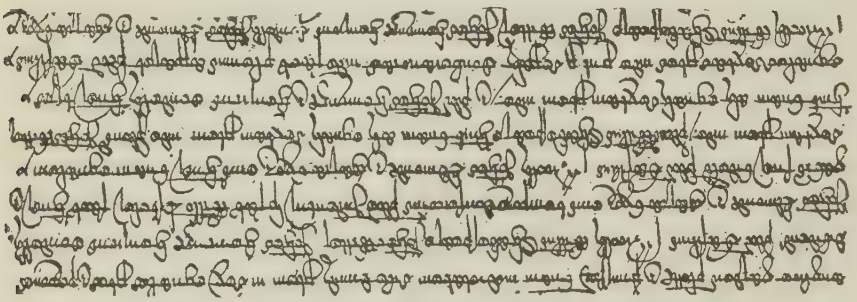
After whose death the administration of all and singular the goods, chattels, rights, and credits which were belonging to the foresaid William Osteler at the time of his death, by the right reverend father in Christ, the Lord George, by divine favor Archbishop of Canterbury, Primate, and Metropolitane of all England, to the forementioned Thomasina on the twenty-second day of December, in the year of the Lord one thousand six hundred and fourteen, at London aforesaid, in the foresaid parish of the blessed Mary-le-Bow in the ward of Cheap, London aforesaid, was granted. By force of which, both the foresaid seventh part of all the foresaid playhouse and other the premises aforesaid situate in the percinct of the Blackfriars, London, aforesaid, and the foresaid other seventh part and portion of the foresaid moiety or half part of the garden plots aforesaid, of the playhouse, and of other the premises aforesaid, situate in the foresaid parish of Saint Savior in Southwark, in the foresaid county of Surry, specified in the foresaid separate indentures of lease aforesaid to the foresaid William Osteler as set forth granted, and all the profit thereon arising and accruing, to the same Thomasina, by virtue of the administration aforesaid, of right did belong and pertain. Which particular separate indentures of lease, both of the foresaid seventh part of the whole foresaid playhouse and other the premises aforesaid situate in the precinct of the Blackfriars, London aforesaid, and of the foresaid seventh part and portion of the foresaid moiety of the foresaid garden plots, playhouse, and other the premises aforesaid situate in the foresaid parish of Saint Savior in Southwark, in the foresaid county of Surry, after the death of the foresaid William Osteler, namely, on the foresaid twenty-second day of December, in the year of the reign of the said Lord King now of England the twelfth [1614] abovesaid, at London aforesaid, in the foresaid parish of the blessed Mary-le-Bow, in the ward of Cheap, London aforesaid, to the hands and possession of the foresaid John Hemyngs merely to be safe kept did come and then still in the hands of the same John Hemyngs did remain and continue, and yet still do remain and be. And the same John Hemyngs the gains, profits, and commodities both of and for the foresaid seventh part of all the foresaid playhouse and other the premises aforesaid situate in the foresaid precinct of the Blackfriars, London aforesaid, and of the foresaid seventh part and portion of the moiety of the foresaid garden plots, playhouse, and other the premises aforesaid situate in the foresaid parish of Saint Savior in Southwark in the foresaid county of Surry, specified in the foresaid indentures of

lease, as is set forth, from day to day increasing and growing and to the foresaid Thomasina, after the death of the foresaid William Osteler as is set forth, belonging and pertaining, being all the estate which she the same Thomasina had to herself, by the death of the foresaid William Osteler her husband, left remaining both for her relief and maintenance and for paying the debts of the same William Osteler, amounting to a very great value from the time of the death of the same William Osteler unto the present, by color of a certain pretended grant and assignment (to the same Thomasina totally unknown) to him the forementioned John Hemyngs by the foresaid William Osteler of trust made, as the same John Hemyngs to the forementioned Thomasina has declared and affirmed, has received and had and them to his own private use had converted without giving any compensation therefore to the same Thomasina for the same, and those indentures of lease aforesaid from the forementioned Thomasina has detained and yet still doth detain and them to her the forementioned Thomasina to render and deliver up has utterly refused, although the same John has very frequently been required to do this by the foresaid Thomasina both after the death of the foresaid William Osteler, and after the administration aforesaid granted to her the forementioned Thomasina, as is set forth. . . . .

And the same Thomasina further in fact says that the true value of the foresaid seventh part of all the foresaid playhouse and other the premises situate in the foresaid precinct of the Blackfriars, London aforesaid, from the time of the death of the foresaid William Osteler unto the present and for the residue of the term of years in the foresaid indenture of lease thereof, to the forementioned William Osteler made as is set forth, amounts to three hundred pounds of legal money of England; and that the true value of the foresaid seventh part of the moiety of the foresaid garden plots, playhouse, and other the premises aforesaid situate in the foresaid parish of Saint Savior in Southwark, in the foresaid county of Surry, from the time of the death of the foresaid William Osteler unto the present and for the residue of the term of years in the foresaid indenture of lease thereof, to the same William Osteler made as is set forth, amounts to three hundred pounds of legal money of England. Yet nevertheless the foresaid John, very little regarding his promise and undertaking aforesaid but plotting and basely intending the same Thomasina in this part cunningly and craftily to deceive and defraud, the foresaid six hundred pounds for the true value of the same two seventh parts of the playhouses aforesaid to the forementioned Thomasina not yet has paid nor in any way for the same satisfied, although thereunto by the same Thomasina afterwards, namely, on the fifth

day of October in the year of the reign of the said Lord King now of England the thirteenth [1615] abovesaid, at London aforesaid, in the parish and ward aforesaid very often demand has been made of him. By which means the same Thomasina the whole gain, comodity, and profit which she with the foresaid six hundred pounds would have and enjoy, to buy, sell, and lawfully bargain, if the foresaid John his promise and undertaking aforesaid in the form aforesaid had performed, is utterly deprived of and has wholly lost, whereby she says that she has received harm and has sustained damage to the value of six hundred pounds, and therefore has brought suit, etc.

That our readers may appreciate the laborious care and patience which Dr. Wallace has for four years devoted to the extracting of the information contained in the above Report we give a fac simile of the eight lines of these voluminous chancery pleadings:



This, being transliterated, becomes

anglice garden plotts & praemissorum vnam medietatem sive dimidiam partem in sex aequales parts & porciones dividendam praedicti Basilius Nicoll Willelmus Shakespeare Johannes Witter Johannes hemyngs henricus Condell Johannes Edmonds & Maria vxor eius tempore Confecionis praedictae Judenturae praefato Willelmo Osteler factae habuerunt & gavisi fuerunt videlicet praedicti Basilius Nicoll Johannes Edmonds & Maria vxor eius habuerunt vnam aequalem sextam partem inde, | praedictus Willelmus Shakespeare habuit vnam alteram aequalem sextam partem inde. | praedictus Johannes Witter habuit vnam alteram aequalem sextam partem inde. | & praedicti Johannes hemyngs & henricus Condell habuerunt tres

aequales sextas partes inde prout per separales Conveianicas inde factas plenius apparet praedicti Basilius Nicoll Willelmus Shakespeare Johannes Witter Johannes hemyngs henricus Condell Johannes Edmonds & Maria vxor.

and, being translated into our vernacular, becomes:

Of which particular playhouse, garden plots, and premises one moiety or half part, into six equal parts and portions divided, the foresaid Basil Nicoll, William Shakespeare, John Witter, John Hemyngs, Henry Condell, John Edmonds, and Mary his wife, at the time of the making of the foresaid indenture, to the foresaid William Osteler made, did have and enjoy.

It is, of course, not impossible that the words for "South" and "North" respectively, may have been transposed by a typographical error in these old pleadings. For a Mr. William Martin a London Solicitor sends to "The Times" the following abstract of the title of the brewing firm of Barclay and Perkins (which it happens is the owner of both the north and the south side of Park street, and so it may be presumed without preference in the matter).

May 28 and 29, 1777.—Lease and re-lease between Josiah Boyfield, son and heir of Josiah Boyfield and Ann his wife, only daughter of James Kinder, the survivor of the grantees in the deed of 1726-7 of the first part, and the trustees who had been appointed by an Act of Parliament of 1774 for providing a new workhouse for the use of the parishioners of St. Saviour's of the second part, and Henry Thrale of the third part. (This deed was the result of a sale by auction at which Thrale purchased for £460 the property which was defined by plan).

*June 6 and 7, 1787.—In the conveyance from the executors and devisees of Henry Thrale to Barclay and Perkins there is included properties in Globe-alley, containing in length from the said alley there called Globe-alley, on the north, to the common sewer there, on the south, 100 feet of assize, or thereabouts, "which in or about the year 1715 were, or late were, in the several tenures or occupations of William Forrester, the Widow Bayford, and John Knowles." This, the conveyance of the estate upon which Barclay and Perkins entered, is particularly interesting, since Dr. Wallace's document mentions, as a boundary to the Globe property, a garden plot in the occupation of John Knowles, whose property seems, from the same documents, to have abutted upon the way or lane there alluded to. (The property, which is mentioned in connection with John

Knowles in the deed of 1787, can be identified). I may conclude this summary of documents by saying that, near the site of the old workhouse, the depths from Maid-lane to Globe-alley and from Globe-alley to the common sewer, which was the dividing line from the Bishop of Winchester's park at the south, were each about 100 feet. This agrees with the dimensions so far as they are given in Dr. Wallace's documents. In 1784 a beam engine was erected a few feet south of Globe-alley, this engine, in 1884, being replaced by a horizontal engine. When preparing the foundation for the second engine a large piece of stone was unearthed on which were inscribed Roman numerals (probably a date) and the remains of the word "theayter," the "t" being missing.

Further, this morning, on alluding to the site as gathered from the documents, I was informed that the tree which was there growing is constantly pointed out by the employes of the brewery as standing upon a part of the ground of the old playhouse—probably unbroken tradition.

To demonstrate how inconsiderable the error, if any, is we present cuts of the two sides of Park street, with a white cross to indicate the site desired. No. 1 is Dr. Wallace's contention. No. 2 is as it might, perhaps, be located by Mr. Martin's abstract.

At any rate it is pleasant to think that Dr. Wallace's labours have at last stirred Londoners to erect a monument of some sort to Shakespeare, without at their own expense and without calling upon other nations for a subscription, and the tablet of which we give a picture below was placed at the spot indicated by cut No. 2, on October 8th, 1902, with appropriate speeches.

It is most interesting to perceive from Mr. Martin's abstract, that the premises in question were once the precincts of Thrale's brewery; and that, when the ponderous old Dr. Johnson was strutting around, striking the heads of the barrels with the knob of his big walking stick and ejaculating "We are not here to vend the mere empty barrels and kegs, but to dispense the potentiality of wealth beyond the dreams of avarice," he was bombasting the English language upon the very spot where Shakespeare had demonstrated the magesty of its simplicity.

All Marginalia: Book and special announcements are deferred until the succeeding issue on account of the first importance of Dr. Wallace's matter.

SOUTH SIDE PRESENT PARK ST.

Site of the Globe Theatre preferred by the dedicators, and where the tablet was placed.

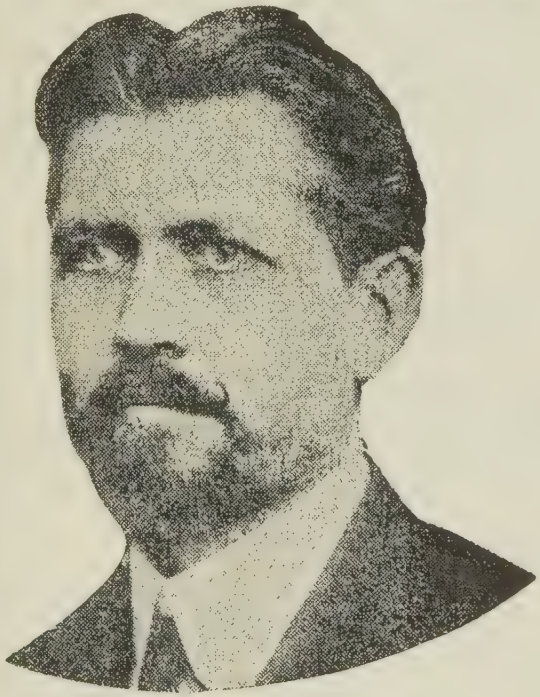
TABLET COMMEMORATIVE OF SITE OF THE GLOBE ON THE BANK-SIDE. DEDICATED OCTOBER 8th, 1909.

[A white cross in the local cuts indicate most approximate location claimed.]

NORTH SIDE PRESENT PARK ST.

Actual site of the Globe Theatre as ascertained by Dr. Wallace from searches in the London Public Record Office, 1909.

Dr. Wallace's astonishing discoveries in the London Public Records Office, which have excited Shakespeare scholars on two continents, have not been allowed to pass without a touch of pure comedy. The very morning after they were announced (to be exact, on the morning of October 5), Mr. Sidney Lee, in a column-long letter to the *Times*, reiterates a catalogue of his own illustrious services, and bewails Dr. Wallace's "lack of perspective" and begs for a "public suspension of judgment" as to Dr. Wallace's discoveries!



Dr. Charles William Wallace.

It might perhaps have been more appropriate if Mr. Lee had asked for a "public suspension of judgment" as to the value of his (Mr. Lee's) own Shakespearean services. Especially, as he has never discovered, produced, or translated any original matters whatever, but has confined himself exclusively to volunteering to rewrite other people's discoveries for the last eleven years!

What "suspension of judgment" is necessary as to the facts that Dr. Wallace has unearthed and deciphered hundreds of mildewed or otherwise almost obliterated documents, (none of them less than two hundred and fifty years old) in the cramped script of scrivener Law-Latin, mostly abbreviated according to the particular scrivener's fancy (some of these are in what, if possible, is more unintelligible than Law-latin, to wit: Welsh!) not one of which documents was he permitted to touch until stamped with the Great Seal of England by the Custodian, most of us will fail to perceive. As to "perspective," if we know what that means as connected with historical

investigation, we should ourselves think that the fact that all this new history as to Shakespeare has arrived through the flirtations of a pretty widow (Mistress Thomasina Ostler née Hemminges) with a son of Sir Walter Raleigh was "perspective" enough to satisfy ordinary purposes.

Although Mr. Lee has not examined these records—neither those cited by Dr. Wallace (has he ever examined any records not already in print?) or Mr. Martin's; that fact does not prevent him of course from deciding a l 'instant in favor of Mr. Martin's contention! Whether Mr. Lee is a paleologist or not we don't know. Possibly we are all doing Mr. Lee an injustice and he really has a strong point which he carefully conceals! But the avidity with which he rises to discredit Dr. Wallace is comic, very comic indeed! EDITORS NEW SHAKESPEAREANA

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